

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**S. COURTNEY E. COLLIER,**

**Plaintiff,**

**v.**

**Civil Action No. 02-3574**

**SEI INVESTMENTS COMPANY, TODD  
CIPPERMAN, EDWARD LOUGHLIN,  
RICHARD LIEB, KEVIN JOHNSTON,  
KEVIN ROBINS and MARK NAGLE,**

**Defendants.**

**FILED JAN 10 2003**

**DEFENDANTS' MOTION TO ENFORCE SUBPOENA**

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, Defendants SEI Investments Company ("SEI"), Todd Cipperman, Edward Loughlin, Richard Lieb, Kevin Johnston, Kevin Robins and Mark Nagle (collectively "Defendants") move for an order to enforce a subpoena it served on December 4, 2002 upon the Access Group, Inc. ("Access Group") commanding Access Group to produce for copying and inspection the documents sought by the subpoena. In support of this motion, Defendants state the following:

1. On June 4, 2002, S. Courtney E. Collier ("Plaintiff" or "Collier") commenced an employment discrimination action in the United States District Court for the Eastern District of Pennsylvania, Civil Action No. 02-3574.
2. On December 4, 2002, Defendants served a subpoena upon Access Group, Plaintiff's former employer, commanding that the Access Group produce and permit the inspection and copying of "any and all documents relating or referring to S. Courtney E. Collier" on or before December 16, 2002.

3. Although Access Group produced some documents in its possession relating to Collier, it refused to produce a copy of Plaintiff's Termination Agreement and General Release (the "Termination Agreement").

4. Counsel for Defendants made several attempts to resolve the dispute with Access Group regarding the subpoena before resorting to the filing of this Motion.

5. Pursuant to Rule 45 of the Federal Rules of Civil Procedure, Defendants seek an order enforcing the subpoena and compelling Access Group to produce the documents sought by the subpoena, including the Termination Agreement, and ordering Access Group to pay Defendants their attorney's fees and costs incurred in seeking such an order.

In further support of its Motion, Defendants rely on the accompanying Memorandum of Law.

WHEREFORE, Defendants respectfully request that the instant motion be granted.

Respectfully submitted,



MICHAEL L. BANKS  
JENNIFER C. BELL  
MORGAN, LEWIS & BOCKIUS LLP  
1701 Market Street  
Philadelphia, PA 19103-2921  
215-963-5387/5186

DATED: January 10, 2003

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

S. COURTNEY E. COLLIER,

Plaintiff,

v.

Civil Action No. 02-3574

SEI INVESTMENTS COMPANY, TODD  
CIPPERMAN, EDWARD LOUGHLIN,  
RICHARD LIEB, KEVIN JOHNSTON,  
KEVIN ROBINS and MARK NAGLE,

Defendants.

DEFENDANTS' MEMORANDUM OF LAW IN SUPPORT OF  
MOTION TO ENFORCE SUBPOENA

I. INTRODUCTION

On December 4, 2002, Defendants SEI Investments Company ("SEI"), Todd Cipperman, Edward Loughlin, Richard Lieb, Kevin Johnston, Kevin Robins and Mark Nagle (collectively "Defendants") served a subpoena upon the Access Group, Inc. ("Access Group"), a former employer of Plaintiff S. Courtney E. Collier. The subpoena requested that Access Group permit the production, inspection and copying of "any and all documents relating or referring to S. Courtney E. Collier" on or before December 16, 2002. In response, Access Group produced some documents relating to Plaintiff, but has repeatedly refused to produce a Termination Agreement and General Release ("Termination Agreement") that it has admitted is in its possession. Therefore, Defendants seek an order enforcing the subpoena and compelling Access Group to produce the Termination Agreement, and requiring Access Group to pay Defendants their attorney's fees and costs incurred in seeking such an order.

## **II. RELEVANT FACTS**

On June 4, 2002, Collier, a former employee of SEI, filed the instant lawsuit, alleging that she was discriminated and retaliated against by Defendants in violation of Title VII of the Civil Rights Act of 1964, the Pennsylvania Human Relations Act and 42 U.S.C. §1981. In her Complaint, Plaintiff specifically references her prior experience and her employment with Access Group. (See Complaint ¶ 20). Because Defendants believed that Access Group may have documents relating to Plaintiff's prior work history, on December 4, 2002, Defendants served a subpoena on Access Group requesting that the following documents be produced:

Any and all documents referring or relating to S. Courtney E. Collier (SSN 222-46-8552) including, but not limited to, any application for employment, resume submitted, time records, pay records, employment contracts, performance reviews, disciplinary records, interview notes and description of employee benefits either entitled to or received.

(See Subpoena, attached hereto as Exhibit A). Access Group received the subpoena on December 4, 2002. (See Proof of Service, attached hereto as Exhibit B). Defendants also provided a copy of the Access Group subpoena to Plaintiff's counsel. Plaintiff's counsel has not raised any objection to Defendants' subpoena to Access Group or communicated with Defendants' counsel in any way regarding the subpoena.

On December 9, 2002, Jennifer Bell, as counsel for Defendants, responded to a telephone message from Sheldon Sandler, counsel for Access Group, which had requested information regarding Defendants' subpoena. In that conversation, Sandler stated that he would produce all documents in Access Group's possession relating to S. Courtney E. Collier

with the exception of the Termination Agreement. Sandler asserted that Access Group would not produce the Termination Agreement because it was subject to a confidentiality agreement between Access Group and Collier. By letter dated December 12, 2002, Sandler produced certain documents in response to Defendants' subpoena, but did not produce the Termination Agreement. (See Letter dated December 12, 2002 from S. Sandler to J. Bell, attached hereto as Exhibit C).

Subsequently, Defendants' counsel made several attempts to obtain a copy of the Termination Agreement from Access Group. By letter dated December 18, 2002, counsel for Defendants Jennifer Bell again requested that Access Group produce a copy of the Termination Agreement and informed Sandler that Defendants would attempt to schedule a telephone conference with the Court to resolve the dispute if Access Group did not produce a copy of the Termination Agreement on or before December 24, 2002. (See Letter dated December 18, 2002 from J. Bell to S. Sandler, attached hereto as Exhibit D).

By electronic mail message dated December 27, 2002, Sandler inquired as to the status of the dispute relating to Defendants' subpoena to the Access Group. On December 30, 2002, counsel for Defendants Jennifer Bell responded to Sandler's inquiry by electronic mail and indicated that, since Defendants had not received a copy of the Termination Agreement, she would contact the Court on December 31, 2002 to attempt to schedule a conference call with the Court to resolve the dispute regarding Defendants' subpoena. Sandler responded to that message on December 30, 2002, indicating that Defendants' counsel should "proceed as outlined." (See Electronic mail messages dated December 27, December 30 and December 31, 2002 between S. Sandler and J. Bell, attached hereto as Exhibit E).

On December 31, 2002, counsel for Defendants Jennifer Bell contacted the Court and was told that a telephone conference with the Court regarding the subpoena dispute could not be scheduled and that a motion should be filed to resolve any dispute relating to a third party subpoena. Counsel for Defendants then contacted Sandler by phone, informed him of the Court's directive, and provided notice to Sandler that if a copy of the Termination Agreement was not produced before January 6, 2003, Defendants would file a Motion to Enforce the Subpoena.

### **III. ARGUMENT**

#### **A. This Court Should Compel The Production Of Plaintiff's Termination Agreement And Order Access Group To Pay Defendants' Attorney's Fees and Costs.**

A subpoena is an order of the court from which the subpoena is issued. Fed. R. Civ. P. 45. In accordance with Rule 45, Defendants properly drafted and served a subpoena upon the Access Group. Fed. R. Civ. P. 45(a)-(b). Rule 45(d) provides that an entity served with a subpoena "shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand." Failure to comply with a subpoena may subject a witness to contempt of court. Fed. R. Civ. P. 45(e). The contempt provisions of Rule 45(e) provide, in pertinent part, "[f]ailure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued." Fed. R. Civ. P. 45(e).

Obtaining the Termination Agreement is critical to Defendants' ability to effectively conduct discovery in this matter. Based upon the documents received to date from Access Group, Defendants believe that the circumstances surrounding Plaintiff's separation from employment at Access Group are very similar to certain circumstances relating to Plaintiff's

employment with SEI. Therefore, regardless of whether the Termination Agreement itself will ultimately be admissible at trial in this matter, information regarding the details of Plaintiff's separation from Access Group contained in the Termination Agreement will likely lead Defendants to the discovery of other relevant and admissible evidence. See Fed. R. Civ. P. 26(b)(1). Moreover, the production of the Termination Agreement will not result in broad dissemination of the Agreement, as Defendants will treat the Termination Agreement as a confidential document for use only in conjunction with this litigation.

Access Group has refused to produce the Termination Agreement, despite repeated requests, and has failed to proffer any legitimate reason for withholding the Termination Agreement. Access Group is represented by counsel, and has willfully refused to provide a document that is clearly within the scope of Defendants' subpoena. The subpoena at issue requested "any and all documents relating or referring to S. Courtney E. Collier" which would clearly include Plaintiff's Termination Agreement. Accordingly, Defendants ask this Court to hold Access Group in contempt and require Access Group to produce the Termination Agreement, which is subject to Defendants' subpoena. Further, because Defendants have incurred the expense of preparing this Motion as a result of Access Group's failure to comply, Defendants also request that this Court order Access Group to pay Defendants their costs and attorney's fees incurred in preparing and filing this Motion.

#### IV. CONCLUSION

For all the foregoing reasons, Defendants respectfully request that this Court compel the production of the Termination Agreement pursuant to Rule 45 of the Federal

Rules of Civil Procedure and order Access Group to pay Defendants their costs and attorney's fees incurred in preparing and filing this Motion.

Respectfully submitted,



MICHAEL L. BANKS  
JENNIFER C. BELL  
MORGAN, LEWIS & BOCKIUS LLP  
1701 Market Street  
Philadelphia, PA 19103-2921  
215-963-5387/5186

DATED: January 10, 2003



**CERTIFICATION OF COUNSEL  
PURSUANT TO LOCAL RULE 26.1 (f)**

The undersigned attorney for Defendants SEI Investments Company ("SEI"), Todd Cipperman, Edward Loughlin, Richard Lieb, Kevin Johnston, Kevin Robins and Mark Nagle (collectively "Defendants") certifies that Defendants' attorneys have in good faith attempted to resolve the instant discovery dispute with counsel for Access Group Sheldon Sandler ("Sandler"), in an effort to obtain all of the documents sought by subpoena from Access Group. In support of this certification, counsel for Defendants avers as follows:

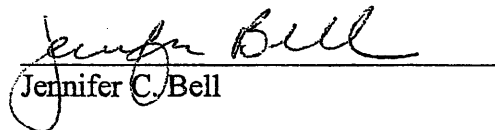
1. On December 9, 2002, Jennifer Bell, as counsel for Defendants, contacted Sheldon Sandler to discuss Access Group's response to Defendants' subpoena.
2. In that conversation, Sandler stated that he would produce all documents in Access Group's possession relating to S. Courtney E. Collier with the exception of a Termination Agreement and General Release (the "Termination Agreement"). Sandler asserted that Access Group would not produce the Termination Agreement because it was subject to a confidentiality agreement between Access Group and Collier.
3. By letter dated December 12, 2002, Sandler produced certain documents in response to Defendants' subpoena, but did not produce the Termination Agreement.
4. By letter dated December 18, 2002, counsel for Defendants Jennifer Bell again requested that Access Group produce a copy of the Termination Agreement and informed Sandler that Defendants would attempt to schedule a telephone conference with the Court to resolve this matter if Access Group did not produce a copy of the Termination Agreement on or before December 24, 2002.

5. By electronic mail message dated December 27, 2002, Sandler inquired as to the status of the dispute relating to Defendants' subpoena to the Access Group. On December 30, 2002, counsel for Defendants Jennifer Bell responded to Sandler's inquiry by electronic mail and indicated that she would contact the Court on December 31, 2002 to attempt to schedule a conference call with the Court to resolve the dispute regarding Defendants' subpoena. Sandler responded to that message on December 30, 2002, indicating that Defendants' counsel should "proceed as outlined."

6. On December 31, 2002, counsel for Defendants Jennifer Bell contacted the Court and was told that a telephone conference with the Court regarding the subpoena dispute could not be scheduled and that a motion should be filed to resolve any dispute relating to a third party subpoena. Counsel for Defendants then contacted Sandler by phone, informed him of the Court's directive, and provided notice to Sandler that if a copy of the Termination Agreement was not produced before January 6, 2003, Defendants would file a Motion to Enforce the Subpoena.

Because Access Group has no intention of responding to the subpoena without an Order of this Court, the parties, after reasonable effort, are unable to resolve the dispute.

By my signature, I certify under penalty of perjury that the foregoing is true and correct.

  
Jennifer C. Bell

Executed on 1/10/03

**CERTIFICATE OF SERVICE**

I, Jennifer C. Bell, hereby certify that a true and correct copy of Defendants' Motion To Enforce Subpoena has been served via hand delivery, this 10th day of January, 2003, upon the following:

Sheldon Sandler, Esquire  
Young Conaway Stargatt & Taylor LLP  
The Brandywine Building  
1000 West Street, 17th Floor  
Wilmington, DE 19801

Alan Epstein, Esquire  
Seven Penn Center  
1635 Market Street, 7<sup>th</sup> Floor  
Philadelphia, PA 19103

  
\_\_\_\_\_  
Jennifer C. Bell

Date: January 10, 2003

# **EXHIBIT A**

**United States District Court****DISTRICT OF DELAWARE****S. COURTNEY E. COLLIER,****Plaintiff,****v.****Civil Action No. 02-3574 (E.D. Pa.)****SEI INVESTMENTS COMPANY, TODD  
CIPPERMAN, EDWARD LOUGHLIN,  
RICHARD LIEB, KEVIN JOHNSTON,  
KEVIN ROBINS and MARK NAGLE,****Defendants.**TO: Custodian of Records  
Access Group, Inc.  
1411 Faulk Road  
Wilmington, DE 19803☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear in at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

Any and all documents relating or referring to S. COURTNEY E. COLLIER (SSN 222-46-8552) including, but not limited to, any application for employment, resume submitted, time records, pay records, employment contracts, performance reviews, disciplinary records, interview notes and description of employee benefits either entitled to or received.

PLACE

Morgan, Lewis & Bockius LLP,  
1701 Market Street, Philadelphia, PA 19103

DATE AND TIME

Monday, December 16, 2002  
5:00 p.m. ET☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6)

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE

Jennifer C. Bell, Esquire

Attorney for Defendant

December 4, 2002

Morgan, Lewis &amp; Bockius LLP, 1701 Market Street, Philadelphia, PA 19103

## **EXHIBIT B**

## PROOF OF SERVICE

SERVED	DATE 12/4/02	PLACE ACCESS GROUP INC 1411 FAULK ROAD WILMINGTON, DE 19803
SERVED ON (PRINT NAME) BROOKE HALEY	MANNER OF SERVICE BY HAND	
SERVED BY (PRINT NAME) DONALD PEACOCK	TITLE PROCESS SERVER	

## DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

12/4/02

DATE



SIGNATURE OF SERVER

2215 ARCH STREET

ADDRESS OF SERVER

PHILADELPHIA, PA 19103

Rule 45, Federal Rules of Civil Procedure, Parts C &amp; D:

## (c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person

resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

## (B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

## (d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

I acknowledge that I am in receipt of these documents presented  
to me by the process server.

SIGNATURE

DATE

12/4/02

Brooke Haley

PRINTED NAME

TITLE

RECEPTIONIST



## **EXHIBIT C**

# YOUNG CONAWAY STARGATT & TAYLOR, LLP

BRUCE M. STARGATT  
STUART B. YOUNG  
BENT T. CASTLE  
SHELDON N. SANDLER  
RICHARD A. LEVINE  
RICHARD A. ZAPPA  
FREDERICK W. JOBST  
RICHARD H. MORSE  
DAVID C. MCBRIDE  
JOSEPH M. NICHOLSON  
CRAIG A. KARSNITZ  
BARRY M. WILLOUGHBY  
JOSEPH W. INGERSOLL  
ANTHONY G. FLYNN  
JEROME K. GROSSMAN  
EUGENE A. DIPRINZIO  
JAMES L. PATTON, JR.  
ROBERT L. THOMAS  
WILLIAM D. JOHNSTON  
TIMOTHY J. SNYDER  
BRUCE L. SILVERSTEIN  
WILLIAM W. BOWSER  
LARRY J. TARABICOS  
RICHARD A. DILIBERTO, JR.  
MELANIE K. SHARP  
CASSANDRA FALINE KAMINSKI  
RICHARD J. A. POPPER  
TERESA A. CHEEK  
NEILLI MULLEN WALSH  
JANET Z. CHARLTON  
ROBERT S. BRADY  
JOEL A. WAITE  
BRENT C. SHAFFER  
DANIEL P. JOHNSON  
CRAIG D. GREAR  
TIMOTHY JAY HOUSEAL  
BRENDAN LINEHAN SHANNON  
MARTIN S. LESSNER  
PAULINE K. MORGAN

C. BARR FLINN  
NATALIE S. WOLF  
LISA B. GOODMAN  
JOHN W. SHAW  
JAMES P. HUGHES, JR.

JOSEPH M. BARRY (NY ONLY)  
SEAN M. BEACH  
M. BLAKE CLEARY  
CURTIS J. CROWTHER  
JESSICA S. DAVIS  
DANIELLE GIBBS  
EDWIN J. HARRON  
SCOTT A. HOLT  
EDWARD J. KOSMOWSKI  
TIMOTHY E. LENGKEEK  
MAUREEN D. LUKE  
MATTHEW B. LUNN  
JOSEPH A. MALFITANO  
ADRIA B. MARTINELLI  
MATTHEW B. MCGUIRE (PA ONLY)  
VIVIAN L. MEDINILLA  
MARIBETH L. MINELLA  
EDMON L. MORTON  
MICHAEL R. NESTOR  
JENNIFER R. NOEL  
JOHN J. PASCHETTO  
ADAM W. POFF  
KEVIN M. PROFIT  
SETH J. REIDENBERG  
SARA BETH A. REYBURN  
FRANCIS J. SCHANNE  
JOANNE C. SPRINGER-MESSICK  
JOHN E. TRACEY  
CHRISTIAN DOUGLAS WRIGHT  
SHARON M. ZIEG  
VIRGINIA A. ZRAKE

THE BRANDYWINE BUILDING  
1000 WEST STREET, 17TH FLOOR  
WILMINGTON, DELAWARE 19801

P.O. Box 391  
WILMINGTON, DELAWARE 19899-0391

(302) 571-6600  
(800) 253-2234 (DE ONLY)  
FAX: (302) 571-1253

WRITER'S DIRECT DIAL NUMBERS  
VOICE: (302) 571-6673  
FAX: (302) 576-3330

E-MAIL: ssandler@ycst.com

H. ALBERT YOUNG  
1929-1982

H. JAMES CONAWAY, JR.  
1947-1990

WILLIAM F. TAYLOR  
EDWARD B. MAXWELL, 2ND  
SHELDON A. WEINSTEIN  
OF COUNSEL

JOHN D. MCLAUGHLIN, JR.  
SPECIAL COUNSEL

GEORGETOWN OFFICE  
110 WEST PINE STREET  
P.O. BOX 594  
GEORGETOWN, DELAWARE 19947  
(302) 856-3571  
(800) 255-2234 (DE ONLY)  
FAX (302) 856-9338

December 12, 2002

Jennifer C. Bell, Esquire  
Morgan Lewis  
1701 Market Street  
Philadelphia, PA 19103-2921

RE: Courtney Collier v. SEI Investments Co., et al.

Dear Ms. Bell:

As we discussed, I represent Access Group, Inc. and am responding to the subpoena issued on behalf of your clients, the defendants in the above-referenced matter. We have not included time sheets that were recorded on a bi-weekly basis, which are stored off site and would require about five business days to obtain and sort. If you believe it is necessary to have these additional documents produced, please let me know. Also, as we discussed, we have not included Ms. Collier's termination agreement and general release.

Very truly yours,



Sheldon N. Sandler

SNS:sde  
Enclosures

## **EXHIBIT D**



Morgan, Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103-2921  
Tel: 215.963.5000  
Fax: 215.963.5001  
www.morganlewis.com

**Morgan Lewis**  
COUNSELLORS AT LAW

Jennifer C. Bell  
215.963.5188  
jcbell@morganlewis.com

December 18, 2002

Sheldon N. Sandler, Esquire  
Young Conaway Stargatt & Taylor, LLP  
The Brandywine Building  
1000 West Street, 17th Floor  
Wilmington, DE 19801

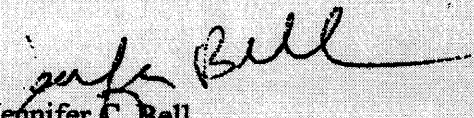
Re: Collier v. SEI, et al.  
U.S.D.C. for the Eastern District of Pennsylvania, Civil Action No. 02-3574

Dear Mr. Sandler:

We are in receipt of the documents that you forwarded to us by letter dated December 12, 2002. As noted in your letter, you did not produce Plaintiff's termination agreement and general release. In accordance with the subpoena issued to Access Group, Inc., you are required to produce a copy of that agreement. Please forward a copy of Plaintiff's termination agreement and general release within five business days of this letter. If we do not receive those documents by Tuesday, December 24, 2002, we will contact Judge Timothy Savage to schedule a conference call to attempt to resolve this matter without resorting to the filing of a motion to enforce the subpoena.

If you have any questions or wish to discuss this matter further, please contact me.

Sincerely,

  
Jennifer C. Bell  
JCB/pmp



## **EXHIBIT E**



"Sandler, Sheldon N." To: jshell@morganilewis.com  
<sandler@wycst.com> cc:  
12/27/02 12:15 PM Subject: Collier v. SEI

Hello Ms. Bell - Were you able to resolve the pending issue involving the subpoena of Ms. Collier's agreement? Your letter of 12/19 stated that you were going to schedule a conference call with the judge to try and resolve the issue informally. Sheldon Sandler

Sheldon N. Sandler  
P.O. Box 391  
The Brandywine Building  
1000 West Street, 17th Floor  
Wilmington, Delaware 19801  
302-571-8673 tel  
302-576-2330 fax  
ssandler@wycst.com



Jennifer C. Bell

12/30/02 03:47 PM

To: "Sandler, Sheldon N." <ssandler@ycst.com>

re:

Subject: Re: Collier v. SEI

Dear Mr. Sandler,

We have not yet resolved the pending issue regarding our subpoena to the Access Group and Ms. Collier's termination agreement and general release. I indicated to you in my previous letter that if we did not receive a copy of the agreement on or before December 24, 2002, we would contact Judge Timothy Savage to schedule a conference call to attempt to resolve this matter without resorting to the filing of a motion to enforce the subpoena. As we have not yet received a copy of the agreement, I am planning to contact Judge Savage's chambers tomorrow morning to inquire as to whether Judge Savage is willing to hold a phone conference to attempt to resolve our dispute regarding the subpoena. Please contact me if you would like to discuss this matter. Thank you.

Jennifer Bell

Jennifer C. Bell

Morgan, Lewis & Bockius LLP

1701 Market Street

Philadelphia, PA 19103

215.963.5000 - phone

215.963.5009 - fax

"Sandler, Sheldon N." <ssandler@ycst.com>



"Sandler, Sheldon N."  
<ssandler@earthlink.net>

To: jbell@morganlewis.com  
cc:

12/30/02 04:00 PM

Subject: RE: Collier v. SEI

Why don't you proceed as you have outlined. Perhaps Ms. Collier's counsel will agree to Access Group's production of the agreement. Sheldon Sandler

Sheldon N. Sandler

P.O. Box 391

The Brandywine Building

1000 West Street, 17th Floor

Wilmington, Delaware 19801

302-571-6573 tel

302-576-2230 fax

ssandler@earthlink.net